IN THE

Supreme Court of the United States

October Term, 1926.

Number 2, Original.

THE STATE OF NEW MEXICO,
Complainant,

versus

THE STATE OF TEXAS,
Respondent.

REPLY IN OPPOSITION TO THE MOTION OF THE STATE OF TEXAS FOR THE POSTPONEMENT OF THE SUBMISSION OF THE CASE AND FOR PERMISSION TO INTRODUCE ADDITIONAL TESTIMONY.

To The Honorable, The Supreme Court of The United States:

The Motion just filed by the State of Texas on the eve of the date set for final submission in this Court comes as a distinct surprise. The State of New Mexico is confident that a mere reading of the Master's report and of the Motion itself will be sufficient to convince this Court that the Motion should be denied.

We shall, however, crave the indulgence of the Court as we briefly review the history of this suit insofar as it has bearing upon the present Motion.

The original Complaint was filed by New Mexico, Jan-

uary 31, 1913. The taking of testimony was originally completed on the 26th day of November, 1918. Thereafter the State of New Mexico filed its Brief. The State of Texas delayed the filing of its Brief for many months. When the State of Texas at length filed its Brief *it expressly recognized as applicable to this case the rule that the position of the boundary line would follow the changes in the river when such changes were made by erosion and accretion.* (We refer to the next to the last paragraph on page 11 of Part 1 of the Brief of the State of Texas, and also to the last clause of the last paragraph on page 12 of Part 1 of said Brief.)

The portions of the Brief of the State of Texas above referred to are quite at variance with the following statements on page 5 of the present Motion, reading as follows:

> "Therefore, the issue as to accretion and avulsion was not in the trial of the cause of action taken into account in locating the boundary. The State of Texas is firmly of the opinion that accretion is not material in this case under the pleadings of the parties and the declaration of the Constitution of the State of New Mexico that the boundary line is where the Rio Grande River ran on the 9th day of September, 1850."

It seems that after the issue of accretion was decided against the State of Texas with reference to the particular territory, its attorneys became for the first time convinced that the ordinary rules governing river boundaries had no application in this suit.

After the State of Texas had filed its Brief recognizing the application of the rules governing accretion and avulsion, the State of New Mexico, having meanwhile discov-

ered that an apparent discrepancy existed between defendant's Exhibit No. 65, being "Map No. 3, Texas," prepared by R. J. Owen, and the testimony of the said R. J. Owen, as such discrepancy is explained in the affidavit of R. J. Owen of November 26, 1924 (pages 2 to 5, Supplemental Record), filed a motion to correct the record and to supplement it with testimony of R. J. Owen as to the boundary between the Southwest corner of the Canutillo Grant and Piedras Paradas, as such boundary might be affected by the doctrine of accretion. This motion was granted by this Court on the 14th day of April, 1924.

In the Order of this Court, New Mexico was limited to the testimony of R. J. Owen, but Texas was given the right to introduce rebuttal testimony without limitation, except that it should be given during the month of June, 1924. The taking of the testimony of R. J. Owen commenced on the 5th day of May, 1924, and was concluded on the 7th day of May, 1924. Texas did not see proper to commence the giving of its rebuttal testimony until June 19, 1924. It then introduced as witnesses Mr. Henry A. Kezer, Mr. Thomas W. Zimpleman, Mr. L. W. Smith, and Mr. C. F. Jones. The taking of testimony by the State of Texas was closed on June 20, 1924. The Honorable W. W. Turney at that time said: "I now announce the closing of the testimony on behalf of the State of Texas."

As shown by the affidavit which is attached hereto as Exhibit A, Z. T. White was present during practically the whole time that R. J. Owen testified, and during practically the whole time that the witnesses for the State of Texas were testifying. This is the same Z. T. White who signs the affidavit attached to the Motion of the

State of Texas to introduce additional testimony. In addition to Z. T. White, the attorneys for the State of Texas interviewed upon that occasion numerous other persons who were to some extent familiar with the territory in dispute, the names of such persons being given in Exhibit A hereto attached.

We cannot refrain from calling attention to the following testimony of the witness C. F. Jones, one of the witnesses presented by the State of Texas, and who on cross-examination testified as follows:

"Q. 123. Well, since 1915 you have not been up in that country there very much, have you?

A. No sir.

Q. 124. And when were you there last?

A. The last time I was there was about the middle of May, I think.

Q. 125. You went up there with Mr. Longuemare?

A. Yes sir.

Q. 126. Mr. Longuemare is helping to take witnesses out there, is he not?

A. I expect he is.

Q. 127. Mr. Z. T. White you have known for a long time?

A. Yes sir, since 1881 I have known Mr. White.

Q. 128. Mr. White is in this room now, is he not?

A. Yes sir.

Q. 129. He is in his right mind and capable of testifying, is he not?

A. Well, I think he is. I have not heard anything to the contrary. I don't think he plays golf, so I think he is all right.

Q. 130. So you think he still has his wits about him?

A. I think so.

* * * * *

Q. 132. He has always been a good friend of yours?

A. Yes sir.

Q. 133. And you haven't seen anything about him to indicate that he could not take the stand and talk pretty well and give his testimony in this case?

A. Not that I know of, no sir."

It will be thus evident to the Court that the attorneys for the State of New Mexico at the hearing attempted to force the State of Texas to put Mr. White on the stand at that time. The State of Texas, however, elected not to do this.

After the taking of the testimony contained in the supplemental record, and under leave of this Court, L. M. Crawford, as *amicus curiae,* filed a Brief sixty-five pages in length dealing solely with the very matters now referred to in the Motion of the State of Texas to take additional testimony. This brief dealt solely with the territory referred to in the Motion, and with the doctrines of accretion and avulsion as applicable to the boundary in such territory. Thereafter the State of Texas filed a brief of ..... pages in length, dealing solely with and replying to the Brief filed by the *amicus curiae.* In this Brief the State of Texas contended first that the Rio Grande was such an avulsive river that the ordinary rules of accretion and avulsion should not be applied. The rest of this Brief was devoted to a discussion of the testimony introduced by the State of Texas to show that the river had changed by avulsion from the position which it occupied in 1850 to the position which it occupied in 1905.

The case was then set for final hearing and argument before this Honorable Court, in November, 1924. Both

parties were at that time willing to submit the record to the Supreme Court for *final* determination. The State of New Mexico at that time filed a supplemental Brief of seven pages by its attorney, Frank W. Clancy, adopting in large measure and somewhat elaborating upon the Brief of L. M. Crawford as *amicus curiae*.

This case then came on for final argument before this Court, in the early part of December, 1924. This Court at that time determined that because of the issues of fact presented, and the length of the record, the case should be heard by a Master. At this hearing before the Supreme Court, in December, 1924, Thornton Hardie, Esq., one of the attorneys appearing as counsel for New Mexico, suggested the advisability of the Court's deciding, before referring the case to the Master, whether or not the doctrines of accretion applied in this particular case, and Mr. Justice McReynolds then stated from the Bench that it had already been decided by the Supreme Court that the ordinary rules of accretion and avulsion should apply in boundary suits between States.

This Honorable Court, in its instructions to the Master, gave him authority to receive a Brief from the *amicus curiae*. As the Master says in his report, this Court, both in granting the motion to take the testimony of R. J. Owen, and in allowing a Brief by the *amicus curiae* before the Master, clearly indicated that the doctrines of accretion and avulsion applied, as in other cases.

The hearing before the Master was held in May, 1925. At this hearing the entire argument of one of the attorneys for New Mexico was devoted to the very questions now referred to in the Motion to Postpone; and also at this meeting the entire argument of the Honorable W. A.

Keeling, Special Counsel for the State of Texas, was devoted to a reply to the argument referred to. Moreover, the Master at that time called for and received a Brief from the *amicus curiae* upon the very questions now under consideration.

From the time that the State of Texas voluntarily closed its testimony on the phase of this case now under consideration, which was in June, 1924, until the hearing before the Master in May, 1925, almost twelve months had elapsed. The State of Texas had ample time to have considered the sufficiency of its testimony. It necessarily understood that it was resting its case when presentation was made to the Master.

The report of the Master was filed in this Court during the month of April, 1926. No request for the taking of additional testimony came until now when the granting of such request would necessarily result in an indefinite postponement of the final hearing before this Honorable Court.

We briefly notice the Motion, as prepared by the State of Texas. We shall deal with some of the inaccurate or incomplete statements found therein.

Beginning on the sixth line of page 5 of the Motion, we read:

> "At page 90 of his report the Master further finds: 'There is no evidence in the case, however, sufficiently clear or definite to establish the fact of an avulsive change or changes here. Consequently, I find that all changes since 1852 have been accretive, and that the location of the river as it flowed in 1913 when the bill was filed should be taken in fixing the boundary.' "

This statement of the Master had no reference whatever

to the territory referred to in the present Motion. It had reference to the boundary from the southern end of the Country Club territory, south to the International boundary.

In the middle paragraph of page 5 it is stated that the geological survey referred to was the one introduced at the supplemental hearing over objections of the State of Texas. The Court is not advised, however, that this is also the same map introduced at the original hearing as "Plaintiff's Exhibit No. 21," without objection from Texas, as shown in the testimony of Mr. Post, pages 1799 and 1800 of the original record, and discussed at page 30 of the original Brief of the *amicus curiae*, filed in this Court.

There is also the further statement on page 5 of the Motion:

> "It is perfectly apparent that the question of accretion and avulsion, as it affects the boundary between the two sovereign states, was not considered by the attorneys of either party as having any importance."

What we have already said with reference to the history of this question demonstrates the utter fallacy of this statement.

The Motion, on the same page, contains this statement:

> "The State of Texas is firmly of the opinion that accretion is not material in this case under the pleadings of the parties, and the declaration of the Constitution of the State of New Mexico that the boundary line is where the Rio Grande ran on the 9th day of September, 1850."

And on page 6 of the Motion we find:

> "After finding the Texas line correct in its entirety, as contended for in its pleading map, the Master found that the river, as located by the Texas pleading map, which it finds to be correct, has accreted to the State of New Mexico a small area of land embracing the Country Club property near the City of El Paso."

The attorneys for the State of Texas, in their zeal for the Country Club site, seem to have overlooked the fact that these same doctrines of accretion have bearing upon and were responsible for the Master finding in favor of Texas up to the river lines of the numerous Texas surveys, beginning at the northern extremity of the disputed area and extending to the southwest corner of the Canutillo Grant. (See paragraph B of the Master's "Final Conclusions and Recommendations for a Decree," page 91 Master's Report.)

It is fortunate that before this Court, in such a suit as this, attorneys for a State cannot by pleadings or contentions deprive some land owners purchasing under surveys and patents issued by such State, of lands presumably held under such State, merely that such attorneys may assist a more influential land owner or a Country Club in securing land wrongfully claimed. We suggest that the Court compare the location of the boundary as found by the Master, from the Thirty-second Parallel, North Latitude, south to the southwest corner of the Canutillo Grant, as following the western boundaries of the Texas surveys,— with the boundary as now insisted upon by the Texas attorneys, following the alleged Diaz River of 1852. This comparison may be made upon defendant's Exhibit No. 65—Map No. 3, Texas—R. J. Owen. In all the other Texas grants and surveys since 1850, Texas has recognized the changing of the river boundary by accretion. The Territory of New Mexico in its sur-

veys also recognized this doctrine. It is unusual to see the attorneys for Texas contending that the State of New Mexico could by a clause in its Constitution of 1911, without the consent of Texas, change the boundaries of the State of Texas.

We briefly notice the affidavit of Z. T. White. It contains the statement, in the last paragraph of the affidavit, that he is the same Z. T. White who, in September of the present year, gave a deposition in a suit pending in New Mexico. An examination of such deposition would show that he makes a much better "affidavit man" than a witness under oral examination. We shall not undertake to point out the many discrepancies and the unreliable character of the witness's memory, and how it conflicted with all the maps of the vicinity, including those referred to in the Master's report, being the Follett Map made for the Reclamation Service in 1889, the French Map of 1903 made for the Reclamation Service, and the map and survey of the Santa Teresa Grant made by the U. S. Surveyor General's office in 1903, and including some maps which have been in Mr. White's possession since at least 1909, one of which maps he refused to present when it was demanded by the attorneys for the opposite side. We can only say that such testimony is merely on a par with that of the four witnesses formerly introduced by Texas.

We respectfully refer to the situation as it affects the Country Club. As shown on page 48 of the Supplemental Record, the Country Club began its improvements with the full knowledge of the fact that the territory was claimed by New Mexico. The improvements were made in the face of an injunction suit by the New Mexico land owner, as shown by the judgment of the New Mexico

court, attached as Exhibit B. The improvements were made only after a complete guarantee had been given by Z. T. White, not only for the title of the land, but for the value of the improvements. This guarantee was an exhibit to the deposition of Z. T. White above referred to, and a copy of this guarantee is attached as Exhibit C to this Reply, and a photographic copy is delivered to the Clerk of this Court. The Country Club also received a quit claim from the Santa Teresa Land Company for the purpose of securing the New Mexico title. See Exhibit D hereto attached. The Country Club, therefore, went into possession about 1916, with full knowledge that New Mexico was claiming the land. It was allowed to stay in possession because the New Mexico judge held that there would be an adequate remedy at law for rents and damages. See Exhibit B. It made its improvements only after receiving a complete indemnity guarantee from Z. T. White. The Country Club building site as actually built upon was included within the boundaries of both the old site and the new site referred to in the letter from Z. T. White, Exhibit C hereto.

IN CONCLUSION.

It is not claimed, and could not be truthfully claimed, that the evidence offered is newly discovered. The evidence is merely cumulative of that already offered. No excuse is or could be offered for failure to produce this testimony before the Master along with testimony of identical import which was offered.

The State of New Mexico does not contest the motion because of the slightest belief that the additional testimony would in anywise change the final result. It is to

the public interest and to the interest of the property owners of both States, that there should be some end to litigation of this character. Almost fourteen years have already been consumed. Fourteen years comprise a large proportion of a man's allotted three score years and ten. Many of the attorneys, engineers and interested property owners have died. Property owners have already suffered irreparable damage through the long continued cloud upon their titles. New Mexico earnestly insists that the Motion of the State of Texas should be denied.

Respectfully submitted,

FRANK W. CLANCY,

Special Counsel for the State of New Mexico.

THORNTON HARDIE,
of Counsel.

EXHIBIT "A"

THE STATE OF TEXAS)
COUNTY OF EL PASO)

I, James R. Harper, a resident and practicing attorney of the City of El Paso, Texas, and formerly Chief Justice of the Court of Civil Appeals for the Eighth Supreme Judicial District of Texas, being duly sworn, state upon oath that in the month of June, 1924, when testimony was being taken in connection with the suit of the State of New Mexico against the State of Texas, I was interviewed by Mr. Noel Longuemare with reference to the location of the Rio Grande River in that part of the Valley in the neighborhood of the Country Club building, and I at that time conferred with the representatives of the State of Texas, who were engaged in said hearing, with reference to testifying in said case concerning the location of the River at various times in said vicinity, and I suggested the name of at least one other witness, viz.: C. F. Jones, who was actually used at that time, and I was present and available at the time that the testimony was being taken by the State of Texas, my presence and availability being known at that time to the attorneys for the State of Texas. I also know that Mr. Z. T. White was present at that time, taking an active interest in the testimony which was being presented. I also know that Mr. Longuemare was present at the hearing and conferred with the attorneys for the State of Texas, and engaged in ascertaining the names of persons who would make witnesses to the matters being investigated at said hearing. I further know that I have no interest in anywise in the outcome of the boundary dispute in so far as it might affect the vicinity of the El Paso Country Club.

JAMES R HARPER

Sworn to and subscribed before me, this the 23rd day of November, A. D. 1926.

(SEAL) S. P. WEISIGER
Notary Public in and for
El Paso County, Texas.

THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared James R. Harper, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 22nd day of November, A. D. 1926.

(SEAL) S. P. WEISIGER
Notary Public in and for
El Paso County, Texas.

EXHIBIT "B"

In the District Court of the Third Judicial District of the State of New Mexico, within and for the County of Dona Ana

L. M. CRAWFORD, *Plaintiff*)
vs.) No. 4107
CHARLES A. LONGUEMARE, ET AL,)
Defendants)

MEMORANDUM OF OPINION GIVEN UPON CONCLUSIONS OF ARGUMENT FOR DISSOLUTION OF PRELIMINARY INJUNCTION.

This cause coming up at this time for determination as to the right of the plaintiff to have and maintain his preliminary injunction heretofore issued in this cause, and the Court having heard the arguments of counsel, as well as the pleadings, is of the opinion that in as much as no ejectment suit was brought at the time of the institution of this proceeding, nor has one been commenced since; nor do the pleadings in this case set up ejectment as a cause of action. The maintenance of this proceeding must therefore alone depend upon the simple question as to whether or not the acts complained of constitute a continuous trespass so as to entitle the plaintiff to an injunction. The Court will take judicial notice of the fact that a proceeding is now pending in the Supreme Court of the United States involving the boundary line between the State of New Mexico and State of Texas, and that the land in question in this proceeding is within the disputed boundary. The plaintiff claims title to the land by virtue of purchase through various persons claiming their original source of title to be the Santa Teresa Grant, confirmed by the United States Court of Private Land Claims; the defendants claim title by virtue of certain early Texas patents and mesne conveyances. If the plaintiff in the first instance had brought an ejectment suit, the Court, upon a plea of abatement setting up the pendency of the proceeding in the Supreme Court of the United States would be compelled to hold the proceedings in abeyance, unless such facts were set up, calling for an injunction, as would constitute a permanent and irreparable injury to the freehold. The Court is of

the opinion that the acts complained of in this proceeding are not such as to constitute irreparable injury. The wood and timber alleged as being out from the premises is what is in this section known as cottonwood saplings, fit, principally, for fence posts and cord wood, and also as tornillo and mesquite, the principal value of which is for fire wood. The removal of timber of this class can be easily compensated for in damages in a proper legal proceeding. The fact that the defendant and the parties through whom he has now contracted to convey the land, to-wit: The Country Club, propose to use the land for golf course and country club purposes, in the Court's opinion, would enhance the value of the land, instead of depreciating it.

On the whole, therefore, the Court is of the opinion that no irreparable damage is shown, nor is any alleged in the complaint. In view of this and the further fact that no ejectment suit was brought or contemplated. It may be noted further that this suit does not involve even the elements of a suit to quiet title to the premises in question. The Court will, therefore, dismiss the temporary injunction. To grant an injunction in this case would invite all claimants of New Mexico titles to secure the aid of the Courts of equity by injunction against Texas claimants, while Texas Claimants, on the other hand, would be invited to seek the aid of their courts as against the New Mexico claimants this would result in such confusion and difficulties that the Courts would be compelled to take proper action to discourage such litigation.

However, if a proper proceeding were brought where it was clearly shown that the plaintiff was in possession of the premises, actually under fences, cultivating the

land, living thereon and openly and notoriously recognized as being in the open adverse possession of the premises for a long period of years, and his possession was intruded upon by a claimant under the so-called titles, the Courts might, in such cases, be constrained to grant proper relief.

Let an order be entered dissolving the temporary injunction.

MR. HERRON: Exception. We also desire to ask for an appeal.

THE COURT: The plaintiff praying for an appeal, it is ordered that same be granted on the filing of a security bond for the costs as provided for by the statute.

May 14th, 1917.

(Signed) EDWARD L. MEDLER,
District Judge.

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) *ss*
IN THE DISTRICT COURT)

I, J. L. Nevares, Clerk of the District Court of the Third Judicial District of the State of New Mexico, within and for the county of Dona Ana, do hereby certify that the foregoing (2) sheets contain a full, true and correct copy of the "Memorandum of opinion given upon conclusion of Argument of dissolution of preliminary injunction" in that certain cause entitled L. M. Crawford, plaintiff vs. Charles A. Longuemare, et al, defendants, and numbered 4107 in the Civil Docket of said court, and as the same remain on file and of record in this office.

IN WITNESS WHEREOF I have hereunto set my

hand and affixed the seal of said court, at Las Cruces, New Mexico, this 22nd day of November, A. D. 1926.

J. F. NEVARES
Clerk of the District Court of the Third Judicial District of the State of New Mexico, within and for the County of Dona Ana.

EXHIBIT "C

Ex K W. B. Bull

Offices of
TURNEY & BURGES,
Lawyers,
El Paso, Texas.

W. W. Turney
Willam H. Burges
Robert L. Holliday
J. M. Pollard

November 11, 1918.

Mr. H. S. Potter,
Electric Building
El Paso, Texas.

Dear Sir:—

I hand you herewith letter delivered to me by Mr. White relative to the Country Club site.

Very respectfully
J M POLLARD

JMP-B
Letter enclosed

Ex L W B BULL

El Paso, Texas, Nov. 10, 1916.

To the Board of Directors,
El Paso Country Club,
El Paso, Texas.

Gentlemen:—

It is the purpose of this letter to confirm our verbal understanding and agreement had on the 9th inst. relative to the Country Club site.

In view of the fact that the property I originally offered the Club is now in litigation, I have indicated a new site which the Club may take in lieu of the old one, if it so desires. This new location I have pointed out to Mr. Wilmarth and have also shown on the map to Messrs. Potter, Williams and Pollard.

I propose to give the Club the new site upon the same terms and conditions as governed the original site with the express understanding upon my part that I will place the new site in the same condition as the original site is now in; that is, I will clear and grub the new land just as the Club has already grubbed and cleared the original site; and in addition, I will run the necessary ditch or canalto to connect with the line of the new site.

I am confident that the title to the new site is vested in me without question, and I hereby agree and bind myself to indemnify and save harmless the El Paso Country Club from any and all expenditures which they might make on said new site, in the event any adverse claimant should successfully dispute my title and oust the Club from possession, or prevent the Club from making free use of the land.

It is my intention by this letter to guarantee to the Club, so far as my title is concerned, that they will have free, peaceable and uninterrupted possession and should the Club expend any money on the site and then on account of any defect in my title be compelled to abandon the site, I will re-imburse the Club for all expenditures which they may have made.

I understand that the Board of Directors have not as yet had time to examine the new site.

I am leaving the city today and will leave full instructions with Mr. Carl Longuemare about clearing and grubbing the new site and running the ditch and doing other things necessary to put the new site in the same condition that the old site is in; and will give Mr. Longuemare full and complete authority to proceed when directed to do so by you.

Any time within fifteen (15) days from this date, I will expect you to go out and look at the new site. This new site will be pointed out to you by Mr. Longuemare who is familiar with the lines. If you decide that the new site is desirable and that you will accept same in lieu of the old site, you may indicate your acceptance to Mr. Longuemare and he will proceed immediately with the work as I have directed him to do. An indication of your acceptance to Mr. Longuemare will be taken as an acceptance of the proposition herein set forth. Upon my return from my trip I will execute any additional contracts or bonds in conformity with the understanding and agreement herein expressed, as you may deem necessary, and if you decide to accept my proposition, I will expect you, upon my return to execute any additional contracts or agreements with me that I may deem necessary, in accordance, of course, with the terms of our previous contract with the changes indicated herein.

Very respectfully,

Z. T. WHITE

ATW

P. S. Club agrees to pay its proportion of any necessary drainage or ditching work done in the future for the benefit of the property.

J. M. POLLARD
ZTW

The Club will, of course, discharge any indebtedness againt the property held by U. S. Government.

Z. T. W.
J. M. P.

EXHIBIT "D"

THE STATE OF TEXAS)
COUNTY OF EL PASO)

KNOW ALL MEN BY THESE PRESENTS:

That the SANTA TERESA LAND COMPANY, a corporation, duly incorporated under the laws of the State of New Mexico, acting herein by and through W. H. Austin, its President thereunto duly authorized, for and in consideration of the sum of One ($1) Dollar to it in hand paid by the EL PASO COUNTRY CLUB OF EL PASO, TEXAS, and other valuable considerations, receipt of which is hereby acknowledged, has bargained, sold, quitclaimed and released, and by these presents does bargain, sell, quitclaim and release unto the said EL PASO COUNTRY CLUB, all its right, title, interest and estate in and to the following described lots or parcels of land, situated in the County of El Paso, State of Texas, to-wit:

Beginning at a cement post at the Northwest corner of Survey No. 158, as patented to Jarvis Hubbell by the State of Texas; thence S. 50° 32′ East 475.4 feet; Thence S. 16° 38′ West 934.0 feet; Thence North 52° 05′ West 100.0 feet; Thence West 450.0 feet; Thence S. 26° 19′ West 669.0 feet; Thence West 2226.5 feet; Thence North 1877.6 feet; Thence East

2779.0 feet; Thence S. 50° 32′ E. 224.6 feet to the place of beginning, containing 125 acres, being parts of Survey No. 157, patented to the heirs of J. M. Jett, assignee of B. B. B. and C. R. R. Co. and Survey No. 156 B. B. B. & C. R. R. Co. patented to B. S. and N. D. Dowell and Survey No. 158 B. B. B. & C. R. R. Co., patented to Jarvis Hubbell, said above three surveys were patented by the State of Texas to said parties,

together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described premises unto the said EL PASO COUNTRY CLUB OF EL PASO, TEXAS, its successors and assigns forever.

IN TESTIMONY WHEREOF the SANTA TERESA LAND COMPANY, has caused these presents to be executed by W. H. Austin, its President, and caused its official seal to be hereto affixed, this the 14th day of September, A. D. 1916.

SANTA TERESA LAND COMPANY, a Corporation
By W. H. AUSTIN, President.

Attest: JAMES L. MARR,
Secretary.